

This instrument prepared by and  
after recording return to:

Robert W. Bowser, Esq.  
Akerman LLP  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801

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**THIRD AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,  
AND RESTRICTIONS  
FOR  
STOREY CREEK**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR STOREY CREEK** (this "**Third Amendment**") is made as of this 1<sup>st</sup> day of April, 2020 ("**Effective Date**"), by **LENNAR HOMES, LLC**, a Florida limited liability company ("**Declarant**"), whose post office address is 6750 Forum Drive, Suite 310, Orlando, Florida 32821.

**RECITALS:**

**WHEREAS**, Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek recorded on March 6, 2019, in O.R. Book 5487, Page 1097, Public Records of Osceola County, Florida; as subsequently amended and supplemented by that certain First Amendment and First Supplemental Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek recorded on December 12, 2019, in O.R. Book 5639, Page 1320, Public Records of Osceola County, Florida; and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek recorded on 3/23/2020, in O.R. Book 5616, Page 2380, Public Records of Osceola County, Florida, (collectively, the "**Declaration**") (unless otherwise defined, capitalized terms used above or herein shall have the meanings ascribed to them in the Declaration); and

**WHEREAS**, pursuant to Article XII, Section 12.01(c) of the Declaration, until such time as Turnover occurs, Declarant has the right to unilaterally amend the Declaration for any purpose; and

**WHEREAS**, as of the Effective Date, Turnover has not yet occurred; and

**WHEREAS**, pursuant to the authority granted to Declarant by the Declaration, Declarant wishes to amend the Declaration as set forth herein.

This instrument prepared by and  
after recording return to:

Robert W. Bowser, Esq.  
Akerman LLP  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801

Electronically Recorded  
County Osceola  
Ref ORB 5714 Pg 2978  
Date 4/28/2020  
By Lisa Clive  
Akerman LLP

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**THIRD AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,  
AND RESTRICTIONS  
FOR  
STOREY CREEK**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR STOREY CREEK** (this "Third Amendment") is made as of this 11<sup>th</sup> day of April, 2020 ("Effective Date"), by **LENNAR HOMES, LLC**, a Florida limited liability company ("Declarant"), whose post office address is 6750 Forum Drive, Suite 310, Orlando, Florida 32821.

**RECITALS:**

**WHEREAS**, Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek recorded on March 6, 2019, in O.R. Book 5487, Page 1097, Public Records of Osceola County, Florida; as subsequently amended and supplemented by that certain First Amendment and First Supplemental Declaration of Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek recorded on December 12, 2019, in O.R. Book 5639, Page 1320, Public Records of Osceola County, Florida; and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Storey Creek recorded on 3/23/2020, in O.R. Book 5696, Page 2390, Public Records of Osceola County, Florida, (collectively, the "Declaration") (unless otherwise defined, capitalized terms used above or herein shall have the meanings ascribed to them in the Declaration); and

**WHEREAS**, pursuant to Article XII, Section 12.01(c) of the Declaration, until such time as Turnover occurs, Declarant has the right to unilaterally amend the Declaration for any purpose; and

**WHEREAS**, as of the Effective Date, Turnover has not yet occurred; and

**WHEREAS**, pursuant to the authority granted to Declarant by the Declaration, Declarant wishes to amend the Declaration as set forth herein.

**NOW, THEREFORE,** Declarant, for itself and its successors in interest and assigns, by the execution and recording of this Third Amendment in the Public Records of Osceola County, Florida, does hereby declare that the Declaration is hereby amended, modified and supplemented as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference as if the same were fully set forth herein.

2. Allocation of Annual Assessments Among Lots. Section 6.03(c) of the Declaration is hereby amended to include the following underlined new provision:

The Budget and Annual Assessments of the Association shall be assessed against all Owners and Lots within the Property in an equal amount per Lot. At the discretion of the Board, the Annual Assessments for any year may be paid by Owners in monthly installments, due and payable on the first (1st) day of each month; in bi-annual installments, due and payable by the first (1st) day of January and July of each year; or in quarterly installments, due and payable by the first (1st) day of January, the first (1st) day of April, the first (1st) day of July, and the first (1st) day of October of each year. In the event of such deferred payments, the Board may, but shall not be required to, charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any Annual Assessment upon default in the payment of any installment thereon or any other Assessment due hereunder. Absent any such determination by the Board permitting payment in monthly, bi-annual, or quarterly installments, the Annual Assessment for any year shall be due and payable by January 1 of such year. Any Annual Assessment not paid by January 15, if payable in one lump sum, not paid by the fifteenth (15th) day of January and July, if allowed to be paid bi-annually, or paid by the fifteenth (15th) day of January, April, July, and October, if allowed to be paid quarterly, or on the fifth (5th) day of any month, if allowed to be paid monthly, shall be considered delinquent. Notwithstanding anything contained herein to the contrary, Annual Assessments may vary based on the approximate width of a Lot. By way of example but not limitation, Lots which are approximately forty feet (40') in width may be assessed differently than those which are approximately sixty feet (60') in width.

3. Effect of this Third Amendment. Except as modified by this Third Amendment, the Declaration remains unmodified, and in full force and effect. In the event of any inconsistency or conflict between the terms of this Third Amendment and the terms of the Declaration, the terms of this Third Amendment shall control only as necessary to resolve any such inconsistency or conflict.

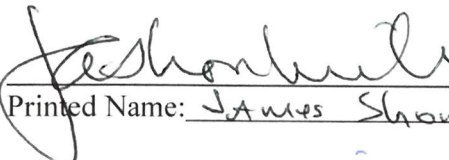
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*SEE NEXT PAGE FOR SIGNATURES*


IN WITNESS WHEREOF, Declarant has executed this Third Amendment as of the Effective Date.

Signed, sealed and delivered in the presence of:

LENNAR HOMES, LLC,  
a Florida limited liability company

  
Printed Name: James Shankwitz

By:   
Brock Nicholas, Vice President

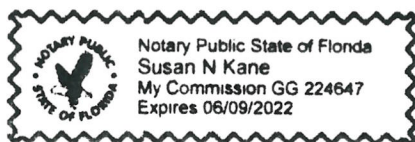
  
Printed Name: Dustin McGlinchey

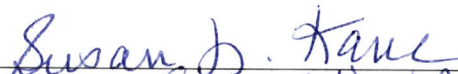
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of April, 2020, by Brock Nicholas, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company, on behalf of said company. Said person (check appropriate box) ☒ is personally known to me or ☐ has produced \_\_\_\_\_ driver's license as identification.

(Notary Stamp or Seal)



  
Print Name: SUSAN N. KANE  
Notary Public, State of Florida  
My Commission Expires: 6/9/2022  
Commission Number: GG 224647